

METRO MOBILE

The Cellular Phone Company

110 East 59th Street
New York, NY 10022
(212) 605-0800

DOCKET FILE COPY ORIGINAL

November 19, 1990

Alee Cellular Communications
c/o Becky Jo Clark
602-7 College Avenue
Clemson, South Carolina 29631

Re: Proposed Construction, Management, Operation and Equity
Participation in a Cellular System for Rural Statistical
Area #555 (New Mexico 3) (the "System")

Dear Sir:

This letter is written in furtherance of the proposal contained in our letter of August 6, 1990 to Alee Cellular Communications and in order to set forth and confirm our understanding with regard to the equity participation of Metro Mobile CTS, Inc. or its designee ("CTS") in the Alee Cellular Communications partnership which has obtained a construction permit to construct the System ("Alee").

CTS is hereby specifically authorized and requested by Alee Cellular Communications to commence construction, management and operation of a single cell site cellular system for the above-referenced RSA, in accordance with the construction permit issued by the FCC. CTS is specifically authorized to negotiate and enter into, on behalf of Alee, a cell site lease for a single cell site within the System on terms and conditions as shall be acceptable to Alee. CTS's construction, management and operation of the system shall be subject to the supervision and direction of Alee.

In consideration of such services, payment of all operating expenses, as outlined in Sections 2.1.1 and 2.2 of the Management Agreement that are in excess of gross revenues and the execution of the Management Agreement between CTS's subsidiary, Metro Mobile CTS of the Southwest, Inc. and Alee, and the Switch Use Agreement between Metro Mobile CTS of Albuquerque, Inc. and Alee, simultaneously herewith, CTS is hereby granted an option to receive an equity interest in Alee equal to 5%, such option to be exercised at any time CTS chooses, after all applicable approvals have been received from the Federal Communications Commission.

Federal Communications Commission

Docket No. W102-CF Exhibit No. 11

Presented by _____

Disposition	}	Identified	<u>✓</u>
		Received	<u>✓</u>
		Rejected	_____

Reporter H. G. Z. and

Date 10/22/03

CTS shall be the system manager for Alee responsible to the executive committee of Alee and a CTS designee shall serve as an outside consultant to the three member executive committee, which executive committee shall be the executive management and decision-making arm of Alee.

This Agreement and CTS's obligations hereunder shall be subject to the execution and delivery of a Management Agreement and Switch Use Agreement, in form acceptable to CTS and Alee, based upon the form agreements submitted to Alee simultaneously herewith. The Management Agreement and Switch Use Agreement shall have initial terms of one (1) year each, and each shall automatically be renewed for successive periods of one (1) year each unless notice is given by either party thereto, on or before the first anniversary thereof.

In the event Alee's interest in the RSA is suspended, lifted, revoked or not renewed or Alee is otherwise deemed unqualified to hold an FCC license by final order of the Federal Communications Commission or any other governmental authority, or pursuant to any other legal process, CTS shall have the right immediately and without notice, to cease any and all expenditures on behalf of the System, to cease any and all operation, management and construction of the System and shall be entitled to the return of all of its equipment, ancillary items and other assets supplied to Alee by CTS or its affiliates. Alee shall be responsible for and shall indemnify CTS from and against any and all liabilities and obligations arising from contractual commitments and arrangements approved by Alee. All legal fees and expenses incurred by CTS, in connection with obtaining the regulatory approvals required for the System, shall be reimbursed to CTS by Alee in all events. CTS shall not be responsible for any portion of any fine or other charge levied against Alee by the Federal Communications Commission or other governmental authority in connection with Alee's interest in the RSA, by virtue of CTS's being a partner in Alee, or otherwise.

CTS shall not be held responsible for the failure of the System to be operational on or before February 3, 1991, if the cause of such failure is beyond the reasonable control of CTS. CTS acknowledges that time is of the essence in that Alee's construction permit expires on February 3, 1991. CTS agrees to extend all good faith efforts to meet this date, including the preparation and submission of the application for regulatory approval and rendering the System operational on or before the Construction Permit expiration date.

Alee Cellular Communications

November 19, 1990

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CTS's rights and obligations hereunder shall be assignable to a subsidiary, affiliate or entity under common control with CTS.

The undersigned signatories on behalf of Alee represent and warrant that they have the right to bind the partnership and that the execution and delivery of this agreement has been duly authorized by such partnership and is binding upon such partnership and enforceable in accordance with its terms.

Alee represents that Becky Jo Clark, the undersigned signatory, has been duly authorized to execute and deliver this letter, the Management Agreement and Switch Use Agreement, on behalf of Alee, and as such, such documents are binding on Alee.

If the foregoing accurately sets forth our understanding, please sign the enclosed photocopy of this letter where indicated, indicating your acceptance of the terms hereof.

Very truly yours,

METRO MOBILE CTS, INC.

By: 

Michael W. Riley, Vice
President

ACKNOWLEDGED, AGREED TO
AND RATIFIED:

ALEE CELLULAR COMMUNICATIONS,
a General Partnership

By: 

ANZALDI & BERNSTEIN

ATTORNEYS AT LAW

57 UNION PLACE

SUMMIT, NEW JERSEY 07901

ROBERT A. BERNSTEIN*

ROSS R. ANZALDI

PETER V. MCARTHUR

(201) 522-0777

FAX: (201) 522-0426

*ADMITTED TO N.Y. & N.J. BARS

January 15, 1991

Mr. Michael W. Riley, Vice President
Metro Mobile CTS, Inc.
110 East 59th Street
New York, New York 10022

Re: Proposed construction, management, operation
and equity participation in a cellular system
for Rural Statistical Area Number 555 (New Mexico 3)

Dear Mike:

This letter will serve to confirm our discussions at the meeting which you had at my office in Summit, New Jersey. As you will recall, I had raised a question with respect to the terminology set forth in the letter agreement dated November 19, 1990 between Alee and Metro Mobile concerning the option to receive a five percent equity interest in Alee. We had discussed that the terminology used in that letter referred to Metro Mobile's having a option for a five percent equity interest in the license which Alee held for the New Mexico 3 territory. The option however did not refer to having an interest in the general partnership of Alee but specifically to the license. The reason for this limitation is that the FCC Rules do not permit the transfer of an interest, or option for an interest, in a partnership which still holds outstanding applications.

We discussed that if Alee won another RSA area subsequent to Metro Mobile's exercising its option, that Metro Mobile would not have a five percent interest in any new territories or any other business ventures which Alee as a general partnership might enter into. Metro Mobile's interest would specifically be limited to the interest in the FCC license for New Mexico 3.

Would you confirm this understanding by signing a copy of this letter and returning the copy to me in the self-addressed, stamped

Mr. Michael W. Riley, Vice President
January 15, 1991
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envelope provided for Alee's files. I hope that by the time you receive this letter that we will be up and operating in New Mexico.

Thank you very much.

Very truly yours,

ANZALDI & BERNSTEIN


Robert A. Bernstein

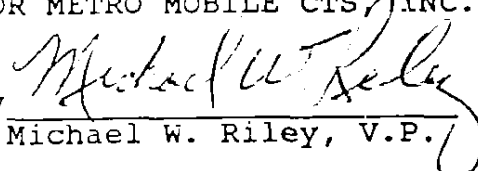
RAB:rb

cc: Neal M. Goldberg, Esq.
Ms. Becky Jo Clark, Chairman

I hereby consent and agree to the terms of the within letter this day of January, 1991.

FOR METRO MOBILE CTS, INC.

By


Michael W. Riley, V.P.

BERNSTEIN & D'ARCANGELO, P.C.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

57 UNION PLACE

SUMMIT, NEW JERSEY 07901

ROBERT A. BERNSTEIN *

(908) 522-0777

FREDERICK A. D'ARCANGELO

FAX: (908) 522-0426

PETER V. McARTHUR

* ADMITTED TO NY & NJ BARS

February 28, 1991

Ms. Becky Jo Clark
602-7 College Avenue
Clemson, South Carolina 29631

Mr. Joel Bunis
54 Westminster Road
Colonia, New Jersey 07067

Mr. Terry H. Jones, CPA
39 North Broad Street
West Hazelton, Pennsylvania 18201

Re: Alee Cellular Communications

Dear Becky Jo, Joel and Terry:

finally received the return of my letter dated January 15th to Michael Riley clarifying the fact that any equity interest they might obtain in the future would only pertain to the license and not an equity interest in the partnership itself. Metro Mobile by signing the letter has agreed to that clarification. Enclosed is a copy of the cover letter and the Letter Agreement as well. With respect to the cover letter I would assume that at this point we would utilize a corporate form as opposed to a partnership entity.

Thank you very much.

Very truly yours,

RAB:rb
Encls.

Robert A. Bernstein

P.S. Dear Becky Jo:

I greatly appreciate the get well note which you sent me. It was extremely thoughtful. Thank you very much.

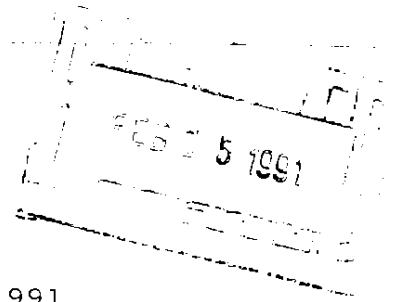
Sincerely,

Bob

METRO MOBILE

The Cellular Phone Company

110 East 59th Street
New York, NY 10022
(212) 605-0800



February 12, 1991

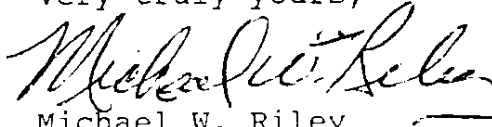
Robert A. Bernstein, Esq.
Anzaldi & Bernstein
57 Union Place
Summit, New Jersey 07901

Re: Proposed construction, management, operation and equity participation in a cellular system for Rural Statistical Area Number 555 (New Mexico 3)

Dear Bob:

Returned to you herewith is a signed copy of your January 15, 1991 letter. Please note that it would be Metro Mobile's expectation that a Metro Mobile entity and the Alee Partnership would, upon the exercise of Metro Mobile's option, form a partnership and enter into a Partnership Agreement, such partnership to be owned 95% by Alee and 5% by Metro Mobile.

Very truly yours,


Michael W. Riley
Vice President of Operations

MWR:es
Enclosure